

Steven L. Yarmy, Esq.
 Nevada Bar No. 8733
 7464 West Sahara Avenue
 Las Vegas, Nevada 89117
 (702) 586-3513
 (702) 586-3690 FAX
 sly@yarmylaw.com
 Attorney for the Debtors
 and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

<p>In re:</p> <p>TRACY LEE HURST-CASTL,</p> <p style="text-align: center;">Debtor.</p> <hr/> <p>THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY,</p> <p style="text-align: center;">Plaintiff,</p> <p>Vs.</p> <p>TRACY LEE HURST-CASTL,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.: 23-10410-MKN</p> <p>Small Business Subchapter V</p> <p>Chapter 11</p> <p>Adv. No: 23-01089</p>
<p>TRACY LEE HURST-CASTL</p> <p style="text-align: center;">Counterclaimant,</p> <p>LISA A. RASMUSSEN, ESQ., an Individual, KRISTINA WILDEVELD, ESQ., an Individual,</p> <p style="text-align: center;">Counter Defendants.</p>	

**DEFENDANT TRACY LEE HURST-CASTL'S ANSWER TO ADVERSARY
COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO 11
U.S.C. § 523(a)(2)(A); AND AMENDED COUNTERCLAIM**

COMES NOW Debtor TRACY LEE HURST-CASTL, by and through her attorney Steven L. Yarmy, Esq., and hereby files her Answer to Adversary Complaint to Determine the Dischargeability of Debts Pursuant to 11 U.S.C. §523(a)(2)(A), and Amended Counterclaim as follows:

PARTIES

1. Plaintiff/Counter Defendant THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY is a limited liability company registered with the State of Nevada, operating its business out of Las Vegas, Nevada.

2. Counter Defendant LISA A. RASMUSSEN, Esq. is a resident of Clark County, Nevada.

3. KRISTINA WILDEVELD, Esq. is a resident of Clark County, Nevada.

4. Defendant/Counterclaimant is a resident of the State of Nevada and is a debtor in the underlying Chapter 11 Proceeding No. 23-10410-mkn, filed on February 4, 2023.

ANSWER

Defendant TRACY LEE HURST-CASTL answers the complaint for non-discharge ability of debt filed by Plaintiffs, THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES as follows:

5. Defendant admits the allegations in paragraphs 1, 2, 3, and 4.

6. Defendant denies the allegations in paragraphs 45 through 78 consecutively.

7. Defendant has no information or belief that the allegations in paragraph 5, 6, 7, 8,

1 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,
2 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44, are true so Defendant denies them.

3
4 8. Except as expressly admitted herein, Defendant denies all of the allegations of
5 the complaint.

6 **AFFIRMATIVE DEFENSES**

7 **FIRST AFFIRMATIVE DEFENSE**
8 (Failure to State Causes of Action)
9 (All Defendants)

10 9. As a First and Separate Affirmative Defense to each claim for relief of the
11 complaint, this Answering Defendant alleges that Plaintiff's complaint and each claim for relief
12 contained therein fails to state facts sufficient to constitute a claim for relief in that no specific
13 acts of fraud are alleged.

14 **SECOND AFFIRMATIVE DEFENSE**
15 **(Failure to mitigate damages)**

16 10. As a Second and Separate Affirmative Defense to the complaint and each claim
17 for relief contained therein, this Answering Defendant alleges that Plaintiffs have failed to
18 mitigate their damages, if any they have.

19 **THIRD AFFIRMATIVE DEFENSE**
20 **(Waiver)**

21
22 11. As a Third and Separate Affirmative Defense to the complaint and each claim for
23 relief contained therein, this Answering Defendant alleges that the complaint and each claim for
24 relief contained therein are barred by the defense of waiver.

25 **FOURTH AFFIRMATIVE DEFENSE**
26 **(Alleged false statements were statements of opinion only)**

27 12. As a Fourth and Separate Affirmative Defense to the complaint and each claim
28 for relief contained therein, this Answering Defendant alleges that any false statements alleged to

1 have been made them in the complaint were statements of opinion only, and thus are not
2 actionable.

3
4 **FIFTH AFFIRMATIVE DEFENSE**
5 **(Unjust enrichment)**

6 13. As a Fifth and Separate Affirmative Defense to the complaint and each claim for
7 relief contained therein, this Answering Defendant alleges that the complaint and each and every
8 claim for relief contained therein are barred by the defense of unjust enrichment in that Plaintiff
9 would be unjustly enriched if they were to recover any relief requested in the complaint.

10 **SIXTH AFFIRMATIVE DEFENSE**
11 **(Unclean Hands)**

12 14. As a Sixth and Separate Affirmative Defense to the complaint and each claim for
13 relief contained therein, this Answering Defendant alleges that the complaint and each and every
14 claim for relief contained therein are barred by the doctrine of unclean hands.

15 **SEVENTH AFFIRMATIVE DEFENSE**
16 **(Estoppel)**

17 15. As a Seventh and Separate Affirmative Defense to the complaint and each claim
18 for relief contained therein, this Answering Defendant alleges that the complaint and each and
19 every claim for relief contained therein are barred by the doctrine of estoppel.

20 **WHEREFORE**, Defendant prays that Plaintiff:

- 21
22 1. Take nothing by their complaint;
23
24 2. That said complaint be dismissed against this Answering Defendant with
25 prejudice;
26
27 3. For the costs of suit incurred herein; and
28
29 4. For such other and further relief as the court may deem just and proper.

Dated this 28th day of June 2023.

1 /s/Steven L. Yarmy, Esq.

2 Steven L. Yarmy, Esq.

3 Nevada Bar No. 8733

4 7464 West Sahara Avenue

5 Las Vegas, Nevada 89117

6 (702) 586-3513

7 (702) 586-3690 FAX

8 sly@stevenyarmylaw.com

9 Attorney for Adversary Defendant/Counterclaimant

10 Tract Lee Hurst-Castl

11 **AMENDED COUNTERCLAIM**

12 COMES NOW Defendant/Counterclaimant TRACY LEE HURST-CASTL (hereinafter
13 “Counterclaimant”), by and through her attorney Steven L. Yarmy, Esq., and hereby
14 Counterclaims against the Plaintiff/Counter Defendant THE LAW OFFICES OF KRISTINA
15 WILDEVELD & ASSOCIATES as follows:

16 **GENERAL ALLEGATIONS**

17 1. Counterclaimant was suffering serious post-operative complications and
18 developed a chronic infection, undergoing the first emergency surgery on March 29, 2019, then
19 hospitalized for 5 days. The Counterclaimant’s condition worsened and underwent a second
20 emergency surgery on June 25, 2019.

21 2. On November 14, 2019, Counterclaimant was hospitalized again with
22 osteomyelitis, a rare bone infection that progressed into life threatening sepsis. Counterclaimant
23 underwent a third emergency surgery where the surgeons removed a portion of her skull when
24 they **discovered that a screw and sponge** was left in her head from the prior Cedar Sinai
25 surgeons, then Counterclaimant remained hospitalized for 2 weeks and was discharged on home
26 nursing care receiving daily IV antibiotic for 8 weeks.

27 3. On April 7, 2020, Ms. Wildeveld was introduced to Counterclaimant through a
28 mutual friend Dr. Stephanie Youngblood over the phone. Dr. Youngblood stated she trusted Ms.

1 Wildeveld to handle Counterclaimant's medical malpractice matter and would take special care
2 as her friend, trusting her ability to protect her being that she was weak, disabled, and extremely
3 compromised medically and cognitively.
4

5 4. On April 9, 2020, during the initial consultation with Ms. Wildeveld and Ms.
6 Rasmussen they both stated that they are licensed in California and would initiate her medical
7 malpractice complaint from their Los Angeles office.
8

9 5. Initially Counterclaimant did not discuss the PennyMac civil case with Ms.
10 Wildeveld when they initially spoke by phone; Counterclaimant already had legal counsel
11 retained for that case. Mr. Thomas Michaelidis was retained one year prior to her introduction to
12 Ms. Wildeveld, in March 2019.
13

14 6. The initial discussion with Wildeveld was only for a consultation concerning
15 Counterclaimants medical malpractice case
16

17 7. At the initial consultation Ms. Wildeveld introduced Counterclaimant to Ms.
18 Rasmussen, stating she would be working on the case she handles the civil cases in her office
19 and Ms. Wildeveld only practices criminal law.
20

21 8. On April 7, 2020, Counterclaimant's initial introduction to Ms. Wildeveld was by
22 phone with Dr. Stephanie Youngblood, a mutual friend who was assisting her with finding legal
23 representation to specifically address her MEDICAL MALPRACTICE MATTER regarding the
24 gross negligence she suffered from the Cedar Sinai neurosurgeons caused her life threatening
25 complications post-surgery. Dr. Youngblood put Ms. Wildeveld on the phone she stated that she
26 is licensed in both California and Nevada and could assist her with the MEDICAL
27 MALPRACTICE CASE they agreed to meet in her office for a formal consultation free of
28 charge.

1 9. Counterclaimant scheduled to meet with Ms. Wildeveld. During their initial
2 introduction by phone with Dr. Youngblood, they agreed to meet in her office to further discuss
3 the specifics of the MEDICAL MALPRACTICE. Ms. Wildeveld requested that
4 Counterclaimant bring her medical records with her.
5

6 10. Upon starting the meeting Ms. Wildeveld showed Counterclaimant to her
7 conference room where Ms. Rasmussen was sitting at the table. They discussed
8 Counterclaimant's medical situation, then Counterclaimant took off her cap and showed them
9 her deformed, concaved forehead with a bandage covering her wound, they both looked horrified
10 and stated "oh no!" Counterclaimant also informed them that she was still suffering from a
11 cranial disability that continued to affect her physical, emotional, and cognitive faculties, and she
12 was still suffering and still under continued care of Dr. Lauren Schwartz and Dr. Arthur
13 Drossiers who saved her life.
14

15 11. During the initial consultation Ms. Wildeveld agreed to represent Counterclaimant
16 for the MEDICAL MALPRACTICE MATTER on a contingency fee. Then Ms. Rasmussen
17 handed Counterclaimant a HIPA Release Form, which Counterclaimant signed. Counterclaimant
18 then provided her with a hard copy of her most recent hospital stay's medical records from the
19 last emergency surgery, performed by the Florida surgeons at Good Samaritan Medical Center.
20 Counterclaimant handed Ms. Rasmussen her medical records, she then walked out of the room,
21 returned stating she scanned the records and handed them back to Counterclaimant, but failed to
22 provide Counterclaimant with a her copy of the HIPA Release Form she signed.
23
24

25 12. During the conversation concerning the MEDICAL MALPRACTICE,
26 Counterclaimant brought up the PennyMac case that was pending in Nevada state court when
27 learning that Ms. Wildeveld was her neighbor, she then inquired about her home, knowing that it
28

1 has been involved in litigation for many years which then sparked further conversation.

2 Counterclaimant gave them a short explanation of the pending case with PennyMac then shared
3 her frustrations about Attorney Thomas Michaelidis's behavior in handling the case, causing her
4 unnecessary stress when she belatedly learned he had missed critical deadlines, failed to disclose
5 her expert witnesses to the court and failed to timely file my her evidence for the Trespassing
6 Claim, that seemed purposeful. His continued inaction was jeopardizing Counterclaimant's
7 ability to prevail in the case. He was clearly taking advantage of Counterclaimant's debilitating
8 condition; being so ill Counterclaimant was unable to supervise his activities. Ms. Rasmussen
9 stated that Mr. Michaelidis has been in trouble before and is not a good attorney; she instilled
10 fear of loss, and convinced Counterclaimant, he would continue to jeopardize and damage the
11 case.
12
13

14 13. Between April 9, 2020 and May 1, 2020 after Wildeveld agreed to initiate the
15 MEDICAL MALPRACTICE CASE from their Los Angeles office and will co-counsel with
16 "Josh" on a contingency fee. Counterclaimant learned from Dr. Youngblood that Ms. Wildeveld
17 told her that her associate declined to co-counsel with her on the MEDICAL MALPRACTICE
18 CASE because he was early in his career and did not want to go against the prominent surgeons
19 knowing that they were highly respected in the medical and legal community; he felt that it
20 would stain his reputation.
21
22

23 14. Ms. Wildeveld and Ms. Rasmussen failed to inform her of their associate named
24 "Josh" declining to work with them intentionally keeping it to themselves. Thereafter
25 Counterclaimant informed Ms. Rasmussen in a telephone conversation that Dr. Youngblood told
26 her that Josh declined to associate with them, she was surprised that she was aware of that, then
27
28

1 stated "I know, I don't understand why" then she told her not to worry that they are looking for
2 another associate in California to co-counsel.

3
4 15. Then on May 1, 2020, Counterclaimant received an email from Ms. Rasmussen
5 informing her that she and Ms. Wildeveld were in contact with a San Diego Attorney to possibly
6 co-counsel. Additionally, she requested that she provide her with a detailed timeline of the
7 medical events leading up to when she discovered malpractice and to provide her with the names
8 of all the doctors that were involved. Counterclaimant responded timely, emailed her the
9 timeline and the contact information for the doctor's that were involved. She also states in this
10 same email that:
11

12 "California also requires that notices go out 90 days prior to filing a lawsuit. It is
13 statutory requirement. Once the notice is sent, it will toll the one year statute of limitations and
14 has the effect of extending the statute for 90 days. The notice is basically something that says I
15 believe you were negligent. More on that in a minute. There have been COVID orders entered
16 in California that have tolled certain deadlines, but we are not sure when the orders were entered
17 and if there is an extension to file medical malpractice cases due to COVID. If so that would be
18 helpful, but the order would have to have been entered prior to March 27, 2020 which is what
19 Ken thinks your statute of limitations may be. Ken is going to look up this information or both
20 the state of California and Los Angeles County where your suit would be filed.

21
22 16. They discussed whether or not negligence at the subsequent surgeries could be
23 pursued based on what she learned after the November surgery in Florida. In short, it's possible,
24 but it would be difficult to assess where the damages came from, e.g., first surgery, second
25 surgery, third surgery, and it would be messy, and we would have to do a cost/benefit analysis as
26 to whether it is beneficial to proceed."

27
28 17. Wildeveld failed to keep Counterclaimant updated over her concerns and never
definitively answered Counterclaimant or confirmed such, constantly diverting her attention to
the PennyMac case.

1 18. Counterclaimant trusted that Counter defendant knew what they were doing and
2 would keep Counterclaimant informed knowing that she was too ill to stay focused on their legal
3 strategies and research.
4

5 19. Ms. Rasmussen also stated in her email on May 1, 2020:

6 “We decided that we need to get the notices out immediately and send them by certified
7 mail on Monday. In order to do that, we need to know who to send them to, including doctors,
8 surgeons, physician assistants. So, please send me an email with as many names as you can
9 recall and tell me when/where they were involved. We need to be as accurate as possible,
without having your complete medical records.”

10 20. On May 4, 2020, Counterclaimant received an email from Ms. Malone,
11 Wildeveld’s Legal Assistant 90-day notices letters. Ms. Malone’s email:

12 “Good Afternoon, Per our telephone conversation, attached please find the 90-Day
13 Notice letters for your signature. Please sign and return to our office so that they can be sent
14 certified mail today. Sincerely, Jessica Malone, Legal Assistant”

15 21. Ms. Rasmussen drafted 5 letters to the doctors that were involved as follows:

16 “May 4, 2020 SENT VIA CERTIFIED MAIL
17 Re: Potential Medical Malpractice Claim of Tracy L. Hurst

18 Dear Dr. Black,

19 You are hereby notified, pursuant to section 364 of the California Code of Civil
20 Procedure, that within ninety (90) or more days from the date of this notice, the above-named
21 individual intends to commence action against you as a defendant. This Action will be based on
22 your negligent surgical intervention and/or your failure to timely and/or properly address post-
23 operative complications resulting from your surgical intervention and/or your failure to provide
24 proper post surgical care. As a result of your negligence, I have suffered injury and damage
including, but not limited to, the removal of skull flap, leakage of brain tissue and fluid, severe
infection, and cognitive neurological damage, which was diagnosed on or after November 14,
2019.

25 Detriment and loss sustained by Tracy Hurst include:

- 26 a) Past and future medical and related expenses in a sum not yet fully ascertained
27 b) Past and future loss of earnings and future earning capacity in a sum not yet fully
28 c) Physical and emotional pain and suffering.

1 If you or your insurance carrier require additional information concerning this matter or
2 wish to discuss it in greater detail, please direct all further inquiries to the undersigned.

3 Sincerely,

4 Tracy Hurst-Castl
5 28128 Pacific Coast Highway, #150
6 Malibu, CA 90265
7 Cc: P.O. Box 35937
8 Las Vegas, NV 89133”

9 22. Counterclaimant signed the letters, then her ex-husband Johnnie personally
10 delivered them to Wildeveld’s office to be mailed certified with the returned receipts requested
11 to be mailed back to their office. She was never notified that they received the returned receipts.

12 23. Then on May 12, 2020, Counterclaimant texted Ms. Rasmussen as follows:

13 **“Hi Lisa...I received a call from a representative referencing the letter for Dr. Black**
14 **& Dr. Sherman. She left a message for me to contact her. Do you want me to**
15 **respond?”**

16 Ms. Rasmussen’s response to text:

17 “Let’s talk first.”

18 Tracy’s response:

19 “Ok call me when convenient for you.”

20 24. On May 13, 2020, Counterclaimant texted Ms. Rasmussen:

21 “We should talk soon she tried calling me again and I’m hoping she doesn’t catch me off
22 guard calling from various/different numbers. Pls call me at your earliest convenience.”

23 25. Then on May 26, 2020, Counterclaimant emailed Ms. Rasmussen notifying her
24 that she received a letter responding to her “90-Day Notice” that she sent out to the doctor’s.

25 Then the doctor’s insurance carrier responded as follows:

26 **“Re: Malpractice Correspondence**

27 **Hi Lisa,**

28 **FYI-I received this letter in the mail Re: Dr. Black & Dr. Sherman response to the**
letter.”

Letter from doctors insurance carrier states:

1 "Sedgwick
2 P.O. Box 17748
3 Lexington, KY 40512-4478
4

5 May 12, 2020

6 Ms. Tracy Hurst-Castl
7 28128 Pacific Coast Highway, #150
8 Malibu, CA 90265

9 P.O. Box 35937
Las Vegas, NV 89133

10 RE: Our Client: Keith Black, MD, Randolph Sherman, MD
11 Date of Loss: To be determined
12 Our File #: 2020687002

13 Dear Ms. Hurst-Castl:

14 Sedgwick is the third-party claims administrator for Cedars-Sinai Medical Center.
15 ("CSMC"), Keith Black, MD and Randolph Sherman, MD. CSMC referred your 5-4-2020
16 letters Sedgwick for further handling, and your claim has been assigned to me. Kindly direct all
future correspondence and inquiries regarding your claim to my attention at the above-noted
address. Please reference our file number on all correspondence.

17 Would you be so kind as to provide further details of the incident including your theories
18 of negligence as against Drs. Black and Sherman. I can be reached at 562-492-1842. If we are
19 unable to connect by phone, please email at: kate.locurto@sedgwick.com if you would like to set
up an appointment to discuss this matter by phone.

20 As a routine part of our investigation, it will be necessary to secure medical and hospital
21 records for your past and subsequent treatment. I have enclosed authorization forms for you to
22 sign allowing us to obtain those medical and/or hospital records. Be advised that the language in
the release forms is dictated by State and Federal law and cannot be changed. Please complete
one form for each medical provider with whom you have treated and return original signed forms
23 to me as soon as possible. I will not need a medical authorization for Cedars-Sinai Medical
Center.
24

25 In addition to providing medical authorizations, please advise specifically what you are
26 claiming Drs. Black and Sherman did or failed to do that caused you injury that resulted in
damages. Please be specific as to nature of injury and damages. It is your responsibility as the
individual making a claim to provide the requested information and to prove your claim. You
27 will need to be able to show that the hospital failed to meet the standard of care and in failing to
meet the standard of care caused your injury. It is my responsibility to investigate allegations
28 and documentation presented by a person making a claim and to determine if the claim has merit.

1
2 Our undertaking of this investigation into your claim should not be construed as an
3 admission of liability, nor should this correspondence or our communications with you be
4 construed as a waiver of, or estoppels to, any affirmative defense available to Drs. Black and
5 Sherman, including but not limited to the Statute of Limitations.

6 Sincerely,

7 Kate LoCurto
8 Sr. Professional Liability Claim Specialist
9 Kate.LoCurto@sedgwick.com
10 (562)492-1842 Direct Line
11 (562)492-1865 Fax “

12
13 Ms. Rasmussen responded the same day as follows:

14 “Ok. I’ll have to figure out how Ken recommends we respond
15 Lisa”

16 26. Thereafter Counterclaimant reasonably relied on Wildeveld’s legal advice that
17 they were keeping their promise to file the MEDICAL MALPRACTICE CASE and would
18 respond accordingly to the Cedar Sinai surgeons Sr. Professional Liability Claim Specialist Ms.
19 Kate LoCurto.

20 27. Belatedly, Counterclaimant was shocked when she learned that Ms. Rasmussen
21 failed to respond to Ms. LoCurto’s voice messages and ignored her correspondence. Counter
22 defendant sabotaged Counterclaimant’s efforts for redress the doctor’s gross negligence.

23 28. Counter Defendant (Lisa Rasmussen) was negligent, and intentionally failed to
24 communicate with Counterclaimant after her several requests asking for guidance and instruction
25 when Counterclaimant received a letter from Cedar Sinai’s Sr. Claims Specialist, Ms. LoCutos.
26 Counterclaimant promptly forwarded the letter, despite Counter Defendant knowing that
27 Counterclaimant was very ill needing their assistance and stated that she was incapable of
28 handling the matter on her own without legal knowledge and being so ill. The Counterclaimant

1 trusted The Law Office of Kristina Wildeveld & Associates Office to protect her rights as they
2 promised.

3
4 29. Ms. Rasmussen's led Counterclaimant to believe that she was handling the
5 MEDICAL MALPRACTICE MATTER.

6
7 30. On May 21, 2020, Counterclaimant emailed Ms. Rasmussen and asked her as
8 follows:

9 "Have you heard from the California Lawyer has he made his decision if he will be
10 taking my case or not?"

11 Defendant (Lisa Rasmussen) intentionally failed to respond and ignored Counterclaimant
12 question.

13 31. Counterclaimant also notified Ms. Rasmussen of her upcoming surgery date June
14 24, 2020, in Florida and that she completed a "Continuity of Care Request Form" submitting to
15 her insurance carrier for payment approving her upcoming surgery in Florida, thereafter the
16 insurance carrier declined to pay for the Florida surgery. Counterclaimant also asked her if she
17 needed a specific kind of lawyer to assist her with the process in addressing the insurance
18 company declined coverage for her continuity of care. She stated it would be an uphill battle and
19 would contact an associate to assist her with finding a California surgical team that her insurance
20 company would cover.

21
22 32. On May 21, 2020, Counterclaimant received an email response from Ms.
23 Rasmussen that states:

24
25 On May 21, 2020, at 6:55 PM, Lisa Rasmussen <Lisa@veldlaw.com> wrote:

26 "We need to find someone we can trust in your network. I think battling the
27 insurance company is too uphill and you need the surgery done.
28 Let me make a call to someone I trust to find out more information.
Lisa"

1 33. Then on May 22, 2020, Ms. Rasmussen email introducing her associate Mr. Chip
2 as follows:

3 chip@nextgenmed.net
4 Fri 5/22/2020 4:11 PM
5 "Tracy and Chip,

6 I am introducing you in this email.

7 Chip, Tracy's number is (702) 739-4464. She is cc'd in this email. I have talked to
8 Tracy and have explained attorney-client privilege and how awesome you are. I am also
9 sending you another email with more medical records from Florida and some narratives
10 that Tracy wrote on the timeline that I think will be helpful to you. Lisa"

11 34. Through email on June 1, 2020, Mr. Chip contacted Counterclaimant and agreed
12 to assist her in identifying a medical team, stating that's what he does. Johnnie and
13 Counterclaimant had a telephone conversation to further discuss her complex medical procedure
14 and insurance carrier issues needing to identify a medical team that the insurance carrier would
15 cover. Nothing ever became of that conversation; Mr. Chip was unable to assist her.

16 35. On June 10, 2020, Counterclaimant emailed Ms. Rasmussen telling her that
17 Johnnie wanted to have a conversation with her about the MEDICAL MALPRACTICE CASE;
18 Counterclaimant also stated in her email that **"Currently I'm not doing well mentally or**
19 **emotionally he certainly has his hands full care giving for me."** She stated he wanted to have
20 a direct conversation with the San Diego Attorney that she supposedly recruited to co-counsel
21 with her.
22

23 36. On or around June 16, 2020, Johnnie and Ms. Rasmussen had a telephone
24 conversation that became heated where Ms. Rasmussen became very defensive with Johnnie
25 when he questions about her progress; he finally demanded Mr. Sigelman's contact information,
26 wanting to have a direct conversation with him for more clarity. Ms. Rasmussen could not
27
28

1 answer most of Johnnie's questions, she reluctantly provided him with Mr. Sigelman's cellular
2 phone number.

3
4 37. Thereafter, approximately a week or so later, Johnnie and Counterclaimant had a
5 conference call with Mr. Sigelman, he asked many questions about the medical events leading up
6 to the discovered medical malpractice and answered Johnnie's questions. The conversation
7 ended with Mr. Sigelman stating he would take another look at the case but would need
8 additional medical records, and that he was unsure of the Statute of Limitations due to the
9 COVID California tolling orders, he also stated he would do further research and will get back to
10 Attorney's Wildeveld and Rasmussen.
11

12 38. On July 6, 2020, Counterclaimant emailed Ms. Rasmussen stating, she was
13 concerned about the PennyMac's trial date and the Judge's request to be notified the status of
14 Counterclaimants health condition 60-days prior to the trial date September 8, 2020. The Judge
15 requested to be noticed if the Counterclaimant would be unable to participate in the trial. Ms.
16 Rasmussen responded to Counterclaimants email stating:
17

18 **"I'm not sure what to tell the court, maybe request an extension of this deadline?"**

19
20 39. Counterclaimant found it to be odd that Ms. Rasmussen responded with a
21 question, despite knowing the Judge's prior request strictly to be notified. Ms. Rasmussen being
22 the lawyer should have known how to answer with the appropriate motion/request, she was fully
23 aware of Counterclaimants current and ongoing medical condition at all times.
24

25 Counterclaimant asked in the same email:

26 **"What is going on with Ken Sigelman? Johnny was contacting him directly."**

27 **I responded on July 8, 2020 email:**

28 **"Hi Lisa,**

Counterclaimant responded on July 8, 2020 stating:

1
2 **Sorry for this delayed response. Yes I think its best we ask for an extension at this**
3 **point. We don't really have a choice.**

4 40. Johnnie and Counterclaimant had a conversation with Mr. Sigelman, and he
5 advised them that he would take another look at the case, but will need additional medical
6 records from Cedars Sinai's surgeons that had been requested, and he had a concern referencing
7 Statute of Limitation may be a possible issue.

8 41. Because of Counterclaimant's medical and mental condition she gave Johnnie a
9 POA to handle her business affairs and legal matters on her behalf, she also states in her email
10 (July 8, 2020) however, Ms. Rasmussen refused to recognize Johnnie as her advocate.
11

12 Thereafter, when they wanted to collect their legal fees, Ms. Wildeveld left several voice
13 message attempting to collect fees from Johnnie stating "you are the go to guy".

14 Counterclaimant also states **"I'm very fragile emotionally and physically unable to deal with**
15 **these issues it has become very overwhelming for me."**
16

17 42. Attorney's Wildeveld and Rasmussen went silent on discussing anything about
18 the MEDICAL MALPRACTICE CASE and their progress. They purposely abandoned the
19 MEDICAL MALPRACTICE CASE without Counterclaimants knowledge then pivoted and
20 directed all her attention only onto the PennyMac case with immediacy of the upcoming trial
21 date, despite knowing that she **DID NOT** notify the Judge and failed to disclose to
22 Counterclaimant. Ms. Rasmussen was well aware how ill she was with her energies and mind
23 strictly on finding the appropriate medical team. Ms. Rasmussen was also completely aware that
24 Counterclaimant was having extreme anxiety, experiencing daily panic attacks ruminating about
25 having to participate in a trial due to Ms. Rasmussen's intentional negligence while suffering,
26 cognitively and medically and in a debilitated state.
27
28

1 43. Excerpt from January 5, 2021 email from Ms. Rasmussen to Counterclaimant and
2 attached Final Invoice No. 234; she states:

3
4 “We also worked to help you in addressing your potential medical malpractice issues. I
5 maintained a separate account for that and we are not billing you for that, but you should
6 know that I spent over 11 hours on that project and Kristina spent at least 3 hours on it.
7 We also incurred costs for the certified mailings we made on your behalf, all in an
8 attempt to preserve any claims you may have had with regard to potential medical
9 malpractice issues. Again, we are not billing you for that, but they were additional efforts
10 that we extended on your behalf.”

11 44. California has a one-year statute of limitations to file a medical malpractice claim.

12 45. The Counter Defendant failed to timely file the MEDICAL MALPRACTICE
13 CLAIM on behalf of the Counterclaimant and neglected to inform Counterclaimant that they had
14 resigned then secretly abandoned their efforts in pursuing the MEDICAL MALPRACTICE
15 claim, and failed to inform the Counterclaimant of the statute of limitation date. As a result, the
16 Counterclaimant can no longer sue the doctors personally.

17 46. Leaving a screw and sponge in the head of the Counterclaimant was gross
18 negligence under California law.

19 47. Defendant Counter Claimants emailed the Final Billing Invoice #234 to
20 Counterclaimant on January 5, 2021. Defendant Counter Claimants Proof of Claim #6 in this
21 case reflects on page 4 of 10 charging Counterclaimant for 32 missed monthly payments without
22 having a written agreement for monthly payments and failed to provide Counterclaimant
23 monthly billing statements: May 2020-August 2020 & October 2020 through February 4, 2023.

24 48. Billing Invoice #234 reflects payments made on April 2020 and September 2020.
25 Counterclaimant made her initial installment of \$2500.00 per Wildeveld’s “Attorney Fee”
26 (received paper receipt) then 5 days later on April 20, 2020 another installment of \$2500.00
27 (received paper receipt) was made equaling the \$5000.00 flat fee that was mutually agreed. See
28

1 April 20, 2020 email to Ms. Wildeveld from Counterclaimant **“subject: Payment paid in full**
2 **today”**.

3
4 49. Also, the Billing Invoice #234 reflects a payment that was made on September 10,
5 2020 for \$2000 from Johnnie and his intention to reimburse Wildeveld for their out of pockets
6 expenses, deposition transcript & misc.court fees & costs etc...that Ms. Rasmussen complained
7 about on a telephone call mentioning the expense and having to pay for Counterclaimants last
8 minute Deposition Transcripts costing \$1500 on a rush order.

9
10 50. Counter Defendants intentionally misrepresented the reimbursement Johnnie paid
11 to be a monthly payment to collaborate an untruthful scheme that Counterclaimant promised to
12 make monthly payments, but failed to provide her with monthly billing statements or delinquent
13 notices.

14
15 51. Wildeveld's Billing Invoice #234 pages 4 & 5 filed in their Proof of Claim #6 in
16 this case is a different version from the Counterclaimants version they provided her. “Matter –
17 Castl v. GS” is omitted from Counterclaimants version. Counter Defendants exposed wrongful
18 billing entries filing a fraudulent Proof of Claim #6 in this case and provided two different
19 versions of billing invoice #234, and has filed the same in various court records as exhibits in the
20 USDC CENTRAL DISTRICT OF CALIFORNIA The Law Offices of Kristina Wildeveld &
21 Associates v. Tracy Lee Hurst, et al, Case No. 2:21-cv-03122-JAK-AGR and in the EIGHTH
22 JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA Case No. A-21-829963).
23 Counter Defendants filed a different version of their Billing Invoice #234 in Proof of Claim #6 in
24 this Bankruptcy case.
25

26
27 52. Counter Defendants failed to clarify their hourly rate and intentionally omitted it
28 from their untitled fee agreement. Unbeknownst to her Counter Defendants charged additional

1 fees for trial without a fee agreement or Counterclaimants consent accumulating charges and
2 excessive fees without Counterclaimant's knowledge.

3
4 53. Counter Defendants purposely omitted several email communications from the
5 billing entries to only hide the truth and facts of the events that took place putting
6 Counterclaimant in a false light only to collaborate the dishonest and deceitful scheme to force
7 Counterclaimant and unwillingly to be financially indebted to Counter Defendants firm for their
8 gain and to position themselves to receive a financial judgment to lien her properties.

9
10 54. Counter Defendants failed to clarify their hourly rate and intentionally omitted it
11 from their untitled fee agreement. Unbeknownst to Counterclaimant, Counter Defendants
12 charged additional fees for trial without a fee agreement or Counterclaimants consent
13 accumulating charges and excessive fees without Counterclaimants' knowledge.

14
15 55. Counter Defendants' agreement fails to identify case matter, case title or case
16 number, also fails to describe Counter Defendants' scope of work as was agreed.

17
18 56. Counter Defendants altered and fabricated the fee agreement to reflect \$2000.00
19 monthly payments, which lacked Counterclaimants' initials of acknowledgement beside the
20 written in "2000." This was not contained in the agreement when Counterclaimant signed, it was
21 left blank.

22
23 57. Counter Defendants failed to provide monthly billing statements or invoices or
24 delinquency notices. Counterclaimant received first Billing Invoice #196 on 10/2/2020 and
25 Revised Billing Invoice #206 on October 26, 2020 and then a Final Billing Invoice #234 on
26 January 5, 2021.

27 58. There are hourly rate discrepancies on 1st billing invoice (\$650 & \$600).
28

1 59. Counter Defendants failed to disclose their hourly billing rate and neglected to
2 discuss or present Counterclaimant with a fee agreement for additional legal fees and trial costs.

3 60. Counter Defendants unlawfully obtained Counterclaimants "SEALED" Divorce
4 Decree without a court hearing or order, and without Counterclaimants or her husband's consent.
5 Counterclaimant was not afforded the opportunity to objection to unsealing her Divorce Decree.
6 In bad faith, Counter Defendants filed her Divorce Decree as an exhibit in their Motion for
7 Summary Judgment in the Wildeveld v. Castl case.
8

9 61. Additionally, Counter Defendant violated the HIPA act disclosing
10 Counterclaimants private medical records as exhibits in their Motion to Continue Trial Date on
11 September 1, 2020 Castl vs. PennyMac and was done without Counterclaimants' authorization or
12 consent. Counter Defendant filed her medical records in a motion as an exhibit on the record
13 without Counterclaimants' knowledge. A copy of the motion was emailed to Counterclaimant
14 after Counter Defendants had filed it.
15
16

17 62. Counter Defendants convinced Counterclaimant that she had no choice.
18 Counterclaimant provided her medical records only to be used for the medical malpractice claim
19 not the PennyMac civil case. Counter Defendants were provided numerous doctors' letters for
20 evidence the detailed hospital records and various doctor progress reports were not necessary to
21 expose in violation of her medical privacy.
22

23 63. On numerous occasions Counter Defendants violated Attorney Client Privilege
24 disclosing private communications in Wildeveld's complaint against Castl, including false
25 accusations that they know are untrue. They have used confidential information that was learned
26 while representing her, and then used information against Counterclaimant.
27
28

FIRST CLAIM FOR RELIEF
(Negligence-Legal Malpractice)
(All Counter Defendants)

63. Counterclaimant repeats and realleges each and every allegation set forth above in paragraphs 1 through 62 and incorporate the same by reference as though fully set forth herein.

59. The Counter Defendant was retained by the Counterclaimant to pursue a MEDICAL MALPRACTICE CLAIM for leaving a screw and sponge in her head after surgery.

60. The Counter Defendant had a duty to preserve the Counterclaimant's rights by filing an action prior to the Statute of Limitations expiring.

61. The Counter Defendant breached its duty to the Counterclaimant by failing to file a timely MEDICAL MALPRACTICE CLAIM.

62. The Counter Defendant direct failure proximately caused the Counterclaimant damages by failing to timely file or preserves the Counterclaimants claim for MEDICAL MALPRACTICE.

63. The Counterclaimant was damaged in excess of \$1,000,000.00 as a direct result of the Counter Defendant's failure to preserve the Counterclaimant's MEDICAL MALPRACTICE CASE.

64. As a result of Counter Defendant's conduct, Counterclaimant has been required to retain the services of an attorney in order to prosecute this action and is entitled to its attorneys' fees and costs for having to prosecute this action.

SECOND CLAIM FOR RELIEF
(Breach of Contract)
(All Counter Defendants)

65. Counterclaimant repeats and realleges each and every allegation set forth above in paragraphs 1 through 64 and incorporate the same by reference as though fully set forth herein.

1 66. Counterclaimant and Counter Defendants entered into a valid and enforceable
2 contract when they executed the Agreement.

3 67. The consideration set forth in the Agreement was fair and reasonable.

4 68. Counterclaimant had performed all conditions, covenants, and promises required
5 to be performed in accordance with the Agreement.
6

7 69. By reason of Counter Defendants failure to perform under the agreement, Counter
8 Defendants materially breached their obligations pursuant to the Agreement.
9

10 70. By reason of Counter Defendants material breach of the Agreement,
11 Counterclaimant has suffered damages in an amount in excess of \$1,000,000.00.

12 71. It has been necessary for Counterclaimant to retain the services of an attorney to
13 prosecute this action and, therefore, Counterclaimant is entitled to reasonable attorney's fees and
14 costs, prejudgment interest, and such other and further relief the court deems proper resulting
15 from this action.
16

17 **THIRD CLAIM FOR RELIEF**
18 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**
19 **(Against all Defendants)**

20 72. Counterclaimant repeats and realleges each and every allegation set forth above in
21 paragraphs 1 through 71 and incorporate the same by reference as though fully set forth herein.

22 73. That there exists a valid and enforceable contract between Counterclaimant and
23 Counter Defendants as set forth above.

24 74. That each and every contract in incorporates an implied covenant of Good Faith
25 and Fair Dealing.

26 75. That in the contract averred herein, Counter Defendants owed to Counterclaimant
27 a duty in Good Faith and Fair Dealing.
28

1 76. That Counter Defendants breached their duty to Counterclaimant by performing
2 in a manner that was unfaithful to the purpose of the contract.

3 77. That as a consequence of Counter Defendants conduct, Counterclaimants'
4 justified expectations were denied, and Counterclaimant has sustained damages in excess of
5 \$1,000,000.00, the exact amount of which shall be proven at the time of Trial of this matter.

6 78. It has been necessary for Counterclaimant to retain the services of an attorney to
7 prosecute this action and, therefore, Counterclaimant is entitled to reasonable attorney's fees and
8 costs, prejudgment interest, and such other and further relief the court deems proper resulting
9 from this action.
10

11
12 **FOURTH CLAIM FOR RELIEF**

13 **(Fraud)**
14 **(All Counter Defendants)**

15 79. Counterclaimant repeats and realleges each and every allegation set forth above in
16 paragraphs 1 through 78 and incorporate the same by reference as though fully set forth herein.

17 80. On February 28, 2023 the Defendant Law Office of Kristina Wildeveld filed a
18 Proof of Claim #5.
19

20 81. On February 28, 2023 the Defendant Law Office of Kristina Wildeveld filed
21 Proof of Claim #6 and included Final Invoice #234. The Defendant exposed wrongful billing
22 entries filing a fraudulent Proof of Claim #6 in this case. They provided two different versions
23 of Billing Invoice #234, in various court records used as exhibits in the USDC CENTRAL
24 DISTRICT OF CALIFORNIA The Law Offices of Kristina Wildeveld & Associates v. Tracy
25 Lee Hurst, et al, Case No. 2:21-cv-03122-JAK-AGR and in the EIGHTH JUDICIAL DISTRICT
26 COURT, CLARK COUNTY, NEVADA Case No. A-21-829963 filing a different version then
27 the version filed in this case.
28

1 82. The Billing Invoices were wrongfully tampered with and adjusted.

2 83. Pages 4 & 5 of Billing Invoice #234 filed in the Defendants Proof of Claim #6 are
3 clearly different versions.
4

5 84. Billing Invoice #234 reflects **TWO MATTERS** on pages 4 & 5; **CASTL VS. GS**
6 **matter** (Medical Malpractice) and **CASTL VS. PENNYMAC matter**; a different version was
7 filed in THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES VS. TRACY
8 LEE HURST, ET AL CASE NO.A-21-829963 lawsuit against Counterclaimant reflects only
9 **ONE MATTER**. Counter Defendants also included a copy of the "written agreement" untitled
10 and Counterclaimant alleges the "written agreement" was altered and fabricated after she had
11 signed it. Counter Defendants failed to provide her a copy of the "written agreement"
12 immediately after being executed.
13

14 85. That as a result of Counter Defendant(s)' conduct, it has become necessary for
15 Counterclaimant to retain the services of an attorney to prosecute this matter, and
16 Counterclaimant is entitled to an award of Plaintiffs reasonable attorneys' fees and costs incurred
17 herein.
18

19 **See attached EXHIBITS "A", "B", and "C."**

20 **WHEREFORE**, Defendant/Counterclaimant TRACY LEE HURST-CASTL prays for
21 judgment against Plaintiff/Counter Defendants THE LAW OFFICES OF KRISTINA
22 WILDEVELD & ASSOCIATES, LISA A. RASMUSSEN, ESQ., and KRISTINA
23 WILDEVELD, ESQ., as follows:
24

- 25 1. A judgment in an amount in excess \$1,000,000.00;
26 2. Reasonable attorneys' fees and all costs of the suit which were necessarily
27 incurred herein;
28

1 3. Punitive damages; and

2 4. For such other and further relief as this Court may deem just and proper.

3 DATED this 28th day of June 2023.

4
5 **STEVEN L. YARMY, ATTORNEY AT LAW**

6 **/s/Steven L. Yarmy, Esq.**

7 Steven L. Yarmy, Esq.

8 Nevada Bar No. 8733

9 7464 West Sahara Avenue

10 Las Vegas, Nevada 89117

11 (702) 586-3513

12 (702) 586-3690 FAX

13 sly@stevenyarmylaw.com

14 Attorney for Adversary Defendant/Counterclaimant

15 Tracy Lee Hurst-Castl

16 ///

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PROOF OF SERVICE

I HEREBY CERTIFY under penalty of perjury that on June 28, 2023, true and correct copies of the foregoing DEFENDANT TRACY LEE HURST-CASTL'S **ANSWER** TO ADVERSARY COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO 11 U.S.C. § 523(a)(2)(A); AND **AMENDED COUNTERCLAIM** were delivered via CM/ECF and U.S. Mail First Class Postage Prepaid and properly addressed to following:

Via CM/ECF system to:

LISA A RASMUSSEN on behalf of Plaintiff THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES
Lisa@veldlaw.com, alex@veldlaw.com

Via U.S. First Class Mail Postage Prepaid to:

LISA A. RASMUSSEN, ESQ.
THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES
550 E. Charleston Blvd.
Suite A
Las Vegas, NV 89104

KRISTINA WILDEVELD, ESQ.
THE LAW OFFICES OF KRISTINA
WILDEVELD & ASSOCIATES
550 E. Charleston Blvd.
Suite A
Las Vegas, NV 89104

Dated this 28th day of June 2023.

/s/Steven L. Yarmy, Esq.

Steven L. Yarmy, Esq.
Nevada Bar No. 8733
7464 West Sahara Avenue
Las Vegas, Nevada 89117
(702) 586-3513
(702) 586-3690 FAX

1 sly@stevenyarmylaw.com
2 Attorney for Adversary Defendant/Counterclaimant
3 Tract Lee Hurst-Castl

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EXHIBIT “A”

EXHIBIT A

**TRACY L. HURST-CASTL'S VERSION OF BILLING
INVOICE #234**

THE LAW OFFICES OF

KRISTINA WILDEVELD ASSOCIATES*Criminal Defense, Complex Criminal and Civil Litigation, Lobbying**Appeals, Pardons, Post-Convictions, Juvenile*

Nevada

California

500 E Charleston Blvd., Suite A
 Las Vegas, NV 89104
 702-222-0007

January 05, 2021

Tracey Hurst
 Hurst-Castl, Tracy

Invoice Number: 234

Invoice Period: 09-01-2020 - 01-05-2021

Payment Terms: Upon Receipt

RE: Castl vs PennyMac**Time Details**

Date	Professional	Description	Hours	Rate	Amount
09-30-2020	Lisa Rasmussen	Reviewed Pennymac's Proposal order.	0.20	600.00	120.00
10-01-2020	Lisa Rasmussen	Meeting with Tracy and Johnnie.	1.00	600.00	600.00
10-01-2020	Lisa Rasmussen	Review order to prepare for meeting	0.20	600.00	120.00
10-02-2020	Lisa Rasmussen	Revise Pennymac's proposed order detailed comments.	3.20	600.00	1,920.00
10-02-2020	Lisa Rasmussen	Email correspondence to and from opposing counsel (x8) regarding proposed order.	0.20	600.00	120.00
10-03-2020	Lisa Rasmussen	Emails to and from opposing counsel regarding my revisions.	0.30	600.00	180.00
10-04-2020	Lisa Rasmussen	Prepare our own proposed order; research on standing issue.	4.30	600.00	2,580.00
10-05-2020	Lisa Rasmussen	Emails with opposing counsel and Tracy regarding proposed order.	0.30	600.00	180.00

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Page 1 of 5

Date	Professional	Description	Hours	Rate	Amount
10-06-2020	Lisa Rasmussen	Revisions to FFCOL per emails with Brittany Wood; email regarding same.	0.50	600.00	300.00
10-06-2020	Lisa Rasmussen	Additional revisions and emails with Brittany. Email to client.	0.30	600.00	180.00
10-06-2020	Lisa Rasmussen	Additional research on standing issue	1.00	600.00	600.00
10-07-2020	Lisa Rasmussen	Prepare our own proposed order and submit to the Court as a contested order.	0.70	600.00	420.00
10-09-2020	Lisa Rasmussen	Additional research on standing issue; there is no good case law supporting our position.	0.90	600.00	540.00
10-27-2020	Lisa Rasmussen	Meeting with Tracy requesting plan for payment of legal fees. No charge for this meeting.	0.70		No Charge
11-13-2020	Lisa Rasmussen	Email correspondence to and from Rex Gardner, asking if we can resolve; email to Tracy re same.	0.10	600.00	60.00
11-16-2020	Lisa Rasmussen	Follow up emails to Rex letting him know I conveyed his message about proposed resolution.	0.10	600.00	60.00
11-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding proposed resolution.	0.10	600.00	60.00
12-04-2020	Lisa Rasmussen	Review proposed findings of fact, conclusions of law and order; review notice entry of judgment.	0.20	600.00	120.00
12-04-2020	Lisa Rasmussen	Emails to Tracy with order, findings, notice of entry of judgment, advising of deadline for appeal.	0.10	600.00	60.00
12-18-2020	Lisa Rasmussen	Email from Tracy; prepare sub of attorney and email to her.	0.30	600.00	180.00
12-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding sub of attorney; file sub of attorney. No charge for this.	0.20		No Charge
12-30-2020	Lisa Rasmussen	Download all emails; organize and prepare electronic file on flash drive for Tracy. Courtesy no charge for this.	1.00		No Charge
			Total		8,400.00

Time Summary

Professional	Hours	Amount
Lisa Rasmussen	15.90	8,400.00

Professional	Hours	Amount
	Total	8,400.00

Expenses

Expense	Description	Price	Qty	Amount
E112 - Court fees	E112 - Court fees	3.50	1	3.50
E112 - Court fees	E112 - Court fees	3.50	1	3.50
None	Pacer Quarterly Charges - 3rd Qtr. (157 pp).	15.70	1	15.70
Total Expenses				22.70
Total for this Invoice				8,422.70

Client Statement of Account

As of 01-05-2021

Matter	Balance Due
Castl vs PennyMaC	59,998.58
Total Amount to Pay	59,998.58

Castl vs PennyMaC**Transactions**

Date	Transaction	Applied	Invoice	Amount
09-29-2020	Previous Balance			51,575.88
01-05-2021	Invoice 234			8,422.70
			Balance	59,998.58

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
04-14-2020	Payment	(2,500.00)		(2,500.00)
04-20-2020	Payment	(2,500.00)		(2,500.00)
09-10-2020	Payment	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	58,575.88		58,575.88
01-05-2021	Invoice 234	8,422.70		8,422.70
			Balance	59,998.58

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Page 4 of 5

Tracey Hurst
Hurst-Castl, Tracy

January 05, 2021

The Law Offices of Kristina Wildeveld & Associates
500 E Charleston Blvd., Suite A
Las Vegas, NV 89104

Invoice Number: 234
Invoice Period: 09-01-2020 - 01-05-2021

REMITTANCE COPY

RE: Castl vs PennyMaC

Fees	8,400.00
Expenses	22.70
Total for this Invoice	8,422.70
Previous Balance	51,575.88

Matter	Balance Due
Castl vs PennyMaC	59,998.58
Total Amount to Pay	59,998.58

Open Invoices and Credits

Date	Transaction	Matter	Amount	Applied	Balance
04-14-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
04-20-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
09-10-2020	Payment	Castl vs PennyMaC	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	Castl vs PennyMaC	58,575.88		58,575.88
01-05-2021	Invoice 234	Castl vs PennyMaC	8,422.70		8,422.70
				Balance	59,998.58

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EXHIBIT “B”

EXHIBIT B

**THE LAW OFFICES OF KRISTINA WILDEVELD &
ASSOCIATES**

PROOF OF CLAIM NO. 6

DIFFERENT VERSION OF BILLING INVOICE #234

ITEMIZED STATEMENT OF PRINCIPAL AND ADDITIONAL FEES

The principle amount owed by Debtor is \$59,998.59. *See Exhibit A.*

Debtor agreed that an additional fee of \$50.00 would be applied to her balance each month that she missed a payment. *See Exhibit B.*

Debtor retained Creditor in April 2020 and made payments in the months of April 2020 and September 2020. *See Exhibit A.* Prior to the filing of the Petition in this case on February 4, 2023, Debtor missed making thirty-two (32) monthly payments, as follows:

TRACY LEE HURST CASTL PAYMENTS

NP = No Payment Made

P = Payment Made

2020	2021	2022	2023
	January – NP	January – NP	January – NP
	February – NP	February – NP	
	March – NP	March – NP	
April – P	April – NP	April – NP	
May – NP	May – NP	May – NP	
June – NP	June – NP	June – NP	
July – NP	July – NP	July – NP	
August – NP	August – NP	August – NP	
September – P	September – NP	September – NP	
October – NP	October – NP	October – NP	
November – NP	November – NP	November – NP	
December – NP	December – NP	December – NP	

At \$50.00 per each of the thirty-two (32) unpaid months, Debtor's delinquent payment fees total \$1,600.00 (\$50.00 x 32 months). *See Exhibits A and B.*

Debtor's total amount owed, \$59,998.58 (principal) plus \$1,600.00 (fees), is **\$61,598.58**.

EXHIBIT A

THE LAW OFFICES OF

KRISTINA WILDEVELD ASSOCIATES

Criminal Defense, Complex Criminal and Civil Litigation, Lobbying

Appeals, Pardons, Post-Convictions, Juvenile

Nevada

California

500 E Charleston Blvd., Suite A
Las Vegas, NV 89104
702-222-0007
Tax ID:

January 05, 2021

Tracey Hurst
Hurst-Castl, Tracy

Invoice Number: 234

Invoice Period: 09-01-2020 - 01-05-2021

Payment Terms: Upon Receipt

RE: Castl vs PennyMaC

Time Details

Date	Professional	Description	Hours	Rate	Amount
09-30-2020	Lisa Rasmussen	Reviewed Pennymac's Proposal order.	0.20	600.00	120.00
10-01-2020	Lisa Rasmussen	Review order to prepare for meeting	0.20	600.00	120.00
10-01-2020	Lisa Rasmussen	Meeting with Tracy and Johnnie.	1.00	600.00	600.00
10-02-2020	Lisa Rasmussen	Email correspondence to and from opposing counsel (x8) regarding proposed order.	0.20	600.00	120.00
10-02-2020	Lisa Rasmussen	Revise Pennymac's proposed order detailed comments.	3.20	600.00	1,920.00
10-03-2020	Lisa Rasmussen	Emails to and from opposing counsel regarding my revisions.	0.30	600.00	180.00
10-04-2020	Lisa Rasmussen	Prepare our own proposed order; research on standing issue.	4.30	600.00	2,580.00
10-05-2020	Lisa	Emails with opposing counsel and Tracy	0.30	600.00	180.00

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Page 1 of 5

Date	Professional	Description	Hours	Rate	Amount
	Rasmussen	regarding proposed order.			
10-06-2020	Lisa Rasmussen	Revisions to FFCOL per emails with Brittany Wood; email regarding same.	0.50	600.00	300.00
10-06-2020	Lisa Rasmussen	Additional research on standing issue	1.00	600.00	600.00
10-06-2020	Lisa Rasmussen	Additional revisions and emails with Brittany. Email to client.	0.30	600.00	180.00
10-07-2020	Lisa Rasmussen	Prepare our own proposed order and submit to the Court as a contested order.	0.70	600.00	420.00
10-09-2020	Lisa Rasmussen	Additional research on standing issue; there is no good case law supporting our position.	0.90	600.00	540.00
10-27-2020	Lisa Rasmussen	Meeting with Tracy requesting plan for payment of legal fees. No charge for this meeting.	0.70		No Charge
11-13-2020	Lisa Rasmussen	Email correspondence to and from Rex Gardner, asking if we can resolve; email to Tracy re same.	0.10	600.00	60.00
11-16-2020	Lisa Rasmussen	Follow up emails to Rex letting him know I conveyed his message about proposed resolution.	0.10	600.00	60.00
11-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding proposed resolution.	0.10	600.00	60.00
12-04-2020	Lisa Rasmussen	Review proposed findings of fact, conclusions of law and order; review notice entry of judgment.	0.20	600.00	120.00
12-04-2020	Lisa Rasmussen	Emails to Tracy with order, findings, notice of entry of judgment, advising of deadline for appeal.	0.10	600.00	60.00
12-18-2020	Lisa Rasmussen	Email from Tracy; prepare sub of attorney and email to her.	0.30	600.00	180.00
12-30-2020	Lisa Rasmussen	Email correspondence to and from Tracy regarding sub of attorney; file sub of attorney. No charge for this.	0.20		No Charge
12-30-2020	Lisa Rasmussen	Download all emails; organize and prepare electronic file on flash drive for Tracy. Courtesy no charge for this.	1.00		No Charge
Total					8,400.00

Time Summary

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Page 2 of 5

Professional	Hours	Amount
Lisa Rasmussen	15.90	8,400.00
Total		8,400.00

Expenses

Expense	Description	Price	Qty	Amount
E112 - Court fees	E112 - Court fees	3.50	1	3.50
E112 - Court fees	E112 - Court fees	3.50	1	3.50
None	Pacer Quarterly Charges - 3rd Qtr. (157 pp).	15.70	1	15.70
Total Expenses				22.70
Total for this Invoice				8,422.70

Client Statement of Account

As of 08-31-2021

Matter	Balance Due
Castl vs GS	6,886.30
Castl vs PennyMaC	59,998.58
Total Amount to Pay	66,884.88

Castl vs GS

Transactions

Date	Transaction	Applied	Invoice	Amount
09-29-2020	Previous Balance			6,886.30
			Balance	6,886.30

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
09-29-2020	Invoice 252	6,886.30		6,886.30
			Balance	6,886.30

Castl vs PennyMaC

Transactions

Date	Transaction	Applied	Invoice	Amount
09-29-2020	Previous Balance			51,575.88
01-05-2021	Invoice 234			8,422.70
			Balance	59,998.58

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
04-14-2020	Payment	(2,500.00)		(2,500.00)
04-20-2020	Payment	(2,500.00)		(2,500.00)
09-10-2020	Payment	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	58,575.88		58,575.88
01-05-2021	Invoice 234	8,422.70		8,422.70
			Balance	59,998.58

Tracey Hurst
Hurst-Castl, Tracy

January 05, 2021

The Law Offices of Kristina Wildeveld & Associates
500 E Charleston Blvd., Suite A
Las Vegas, NV 89104

Invoice Number: 234
Invoice Period: 09-01-2020 - 01-05-2021

REMITTANCE COPY

RE: Castl vs PennyMaC

Fees	8,400.00
Expenses	22.70
Total for this Invoice	8,422.70
Previous Balance	58,462.18

Matter	Balance Due
Castl vs GS	6,886.30
Castl vs PennyMaC	59,998.58
Total Amount to Pay	66,884.88

Open Invoices and Credits

Date	Transaction	Matter	Amount	Applied	Balance
04-14-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
04-20-2020	Payment	Castl vs PennyMaC	(2,500.00)		(2,500.00)
09-10-2020	Payment	Castl vs PennyMaC	(2,000.00)		(2,000.00)
09-29-2020	Invoice 206	Castl vs PennyMaC	58,575.88		58,575.88
09-29-2020	Invoice 252	Castl vs GS	6,886.30		6,886.30
01-05-2021	Invoice 234	Castl vs PennyMaC	8,422.70		8,422.70
				Balance	66,884.88

We appreciate your business and your confidence in our firm.

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EXHIBIT “C”

EXHIBIT C

**THE LAW OFFICES OF KRISTINA WILDEVELD &
ASSOCIATES**

PROOF OF CLAIM NO. 6

UNTITLED AGREEMENT/"WRITTEN AGREEMENT"

Case 23-10410-mkn Claim 6-1 Filed 02/28/23 Page 10 of 10

EXHIBIT B

THE LAW OFFICES OF KRISTINA WILDEVELD & ASSOCIATES
www.veldlaw.com

DATE: 4/14/20
Referred By: _____

CLIENT INFORMATION			
First Name: <u>Tracy</u>	Middle Name: <u>Lee</u>	Last Name: <u>Hurst-Castl</u>	
Date of Birth: <u>1/1/60</u>	SSN: <u>1-362</u>	ID #: _____	
Email: <u>thangel@hotmail.com</u>	Email Letters? <u>(Y)</u> N	Email Bills? <u>(Y)</u> N	
Mailing Address: <u>P.O. Box 35937</u>	Home Phone: _____	Mobile Phone: <u>(702) 739-4464</u>	Work Phone: _____
Other Contacts			
1. Name: <u>Kelly Hurst</u>	Phone: <u>702 682-2779</u>	Relationship: <u>Son</u>	
2. Name: <u>Jahnnie Castl</u>	Phone: <u>646 330-8819</u>	Relationship: <u>x husband</u>	
Employer of Client: _____	Phone: _____	Monthly Salary: \$ _____	
US Citizen? <u>Y</u> N	Place of Birth: <u>Burbank, CA</u>	If no, what is your status? _____	
COURT DATE(S):			
1 Case No. _____	Court _____	Proceeding _____	Date _____ Time _____
2 Case No. _____	Court _____	Proceeding _____	Date _____ Time _____
CHARGES			
1 _____	PRIORS (if any) _____		Year _____
2 _____			Year _____
3 _____			Year _____

STOP: OFFICE USE ONLY

Consult Fee: C DC CC MC CK: _____

Fees: fixed, non-refundable PLAT FEE for representation in proceedings up to and including _____, negotiations, PH or GJ and Writ and/or denial/dismissal and is set based on the experience of the office. The fee is to be paid as follows: \$ _____ initial retainer paid upfront; remaining balance payable at a rate of at least \$ 2000 per month commencing on the payment date indicated below. Any outstanding balance/fees owed are due no later than seven (7) days prior to _____, PH, Trial, entry of plea, denial/dismissal of charges or whichever occurs first, regardless of any payment plan scheduled. All criminal retainers are deemed earned when received and will not be held in Trust. The Law Firm understands all funds used as payment are derived from a legal source. Unless otherwise specifically stated herein, this agreement does not include representation at Trial or obligate the Law Firm or member attorneys to prepare or file an appeal or to defend any re-filed charge(s). Proceedings not included in this agreement will incur additional attorney's fees. This fee does not include any applicable charges that may be incurred, including but not limited to restitution, fines, court fees, discovery fees, filing fees, witness fees, investigator costs, collection costs, travel fees, or any other miscellaneous fees. Client is solely responsible for all fees incurred and must pay all fees upon notice of the same. Pardons and Parole Petitions are considered the intellectual property of The Firm and are non-transferable or discoverable. The client file is the property of The Law Firm unless all of the fees are paid in full. Abuse and Neglect representation is for a 1 year period. Additional time will require an additional contract. There is a \$75.00 fee to pull closed files plus copy fees of \$0.35 per page.

AGREEMENT FOR REPRESENTATION: I HEREBY RETAIN KRISTINA WILDEVELD, ESQ. & ASSOCIATES ("Law Firm")

The Law Firm is hereby engaged to represent: _____ (Client) in the above matter(s). Client(s) and designated Fee Co-Payer(s) agree(s) to pay the Law Firm a retainer fee as described above in exchange for the specified legal services in connection with the matter(s) indicated herein. I understand that the Law Firm may associate or employ other counsel or marketing representative at the Law Firm's discretion provided there are no additional attorney's fees to Client. I promise to pay as set forth herein and pay the fees in full. I understand that no guarantee has been made regarding the outcome of my case(s) and that any outcome will not affect attorney fees owed or any applicable fees incurred. I further agree to adhere to my billing contract/payment plan and understand that if I miss a payment, a \$50.00 fee will be applied to my balance each month until payments resume. (INIT). I also understand that if I miss a payment, that this office reserves the right to discontinue any payment plan set and demand the outstanding balance in-full, payable immediately or withdraw as counsel. (INIT). I further understand that the Law Firm may move to withdraw as counsel for Client if fees are not promptly paid. (INIT). I understand a \$100.00 fee applies for any Non-Sufficient Funds check posted on my account. (INIT). I understand there is an additional \$350.00 fee charged for each additional status check. (INIT). I understand that the hourly rate is \$750.00 per hour for any fee dispute. (INIT). By signing below, I hereby agree to the representation described herein and agree to the terms of this agreement.

Retainer: <u>\$2,500.00</u>
C DC CC MO CK: _____
Payment Dates:
1. / / <u>monthly</u>
2. / /
3. / /
4. / /
5. / /
(INIT) I agree to monthly reoccurring credit card payments.
Copy of picture ID: <u>Y N</u>

Client Signature: Tracy Lee Hurst-CastlDate: 4/14/2020

Fee Co-Payer Name/Signature: _____

Date: _____

Attorney Signature: Kristina Wildeveld

Kristina Wildeveld Dayvid Figler Lisa Rasmussen Caitlyn McAmis Jim Hoffman Eva Romero